

Official Sweepstakes Rules-

Aloha Ohana Friday Football Dolphins vs. Jets Fan Giveaway

NO PURCHASE NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD(S) OR SERVICE(S) WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS SUBJECT TO FEDERAL, STATE, AND LOCAL REGULATIONS AND LAWS AND VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED OR RESTRICTED.

THIS SWEEPSTAKE IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, OR TIKTOK.

1. SPONSOR. This Sweepstakes is sponsored by Windward Mall (“Sponsor”).
2. SWEEPSTAKES PERIOD. The Sweepstakes period **begins on Tuesday, November 21, 2023, when the first post has been made announcing the promotion, and ends on Friday, November 24, 2023, at 8:00 am** (the “Sweepstakes Period”). All “Entries” (as defined in Paragraph 5 hereof) must be received during the Sweepstakes Period. The Sponsor’s computer (or that of its designee for this sweepstakes) is the official timekeeping device for online Entry into the Sweepstakes. For purposes of these Official Sweepstakes Rules, all times and days are Hawaii Standard Time.
3. ELIGIBILITY. The Sweepstakes is open to all legal residents of the United States of America and the District of Columbia (“Sweepstakes Territory”) who are 18 years of age or older as of the beginning of the Sweepstakes Period. Each person submitting an Entry is an “Entrant.” All Entries by Entrants under 18 years of age, must be submitted by a parent or legal guardian on behalf of such Entrants. Participation in these Sweepstakes constitutes each Entrant’s full and unconditional representation of their age, as well as acceptance of these Official Sweepstakes Rules and consent to be contacted by Windward Mall by email or telephone. Employees of the Sponsor, its parent, subsidiaries, affiliates, and all advertising agencies, printers, promotional agencies, and families of each involved in this Sweepstakes are not eligible to participate or win.
4. WINNER SELECTION. Winners will be selected randomly from eligible entrants received by the sponsor within 24 hours after each of the giveaway/sweepstakes period has ended and the method and dates that winners are selected are referred to in each promotion post/ad online.
5. HOW TO ENTER. **Refer to promotional posts online on how to enter to win. Only ten (10) Dolphins and ten (10) Jets fans are eligible to win.** Depending on the Sweepstakes Period, the winner(s) will enter or be eligible to win in the following way:
 - (A) Visit Football Fanatics wearing a Dolphins or Jets team jersey or t-shirt to confirm eligibility to win a team shot glass, Buffalo Wild Wings gift card, and bonus cards valued at \$30.
6. PERSONAL DATA. All Personal Data will be held, used, and processed by the Sponsor in accordance with its Privacy Policy as posted on the Sponsor’s webpage at WindwardMall.com. Entrants must provide all required information for their Entry to remain eligible.

7. **WARRANTIES AND CONSENTS.** By completing and submitting an Entry, Entrant: (a) represents and warrants that (i) Entrant has read, and agrees to be bound by the Official Sweepstakes Rules, (ii) based on the Official Sweepstakes Rules, Entrant is eligible to participate in the Sweepstakes, (iii) all of the information provided as part of Entrant's Entry is accurate, does not violate any third party's legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; and (b) agrees to be bound by the Instagram Statement of Rights and Responsibilities and any other terms that apply to Entrant's use of Instagram policies and procedures and any other terms that apply to Entrant's use of Instagram (c) consents to the use of Entrant's name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; (d) acknowledges that this Sweepstakes is in no way sponsored, endorsed, administered by or associated with Instagram.

8. **ODDS.** The odds of becoming a Winner depend on the number of Entries received per giveaway.

9. **WINNER NOTIFICATION.** **The first 10 Dolphins and 10 Jets fans wearing their team jersey or t-shirt will receive a team logo shot glass and Buffalo Wild Wings Gift and Bonus Cards for \$30 on Friday, November 24, 2023.** The prize must be claimed by November 24, 2023, at 8:00 am from Football Fanatics, upper-level near Gold Mart.

One (1) attempt will be made to contact a Winner within on Friday, November 24, 2023. If a Winner fails to respond within the promotion period, or if the selected Winner cannot accept or receive the prize for any reason, or if s/he is not in compliance with these Official Sweepstakes Rules, the prize will be forfeited and an alternate Winner may be selected at Sponsor's discretion. Each Winner has **thirty (30) days after acceptance to take delivery of their prize.** Additionally, each Winner may be required to sign and return an Affidavit and Release Form (where legal and applicable) in accordance with Paragraph 10 below.

10. **AFFIDAVIT OF ELIGIBILITY.** Each Winner may be required to execute and return to the Sponsor an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") (where permitted and applicable) within fourteen (14) days of notification (first attempted delivery). If a Winner is under the age of eighteen (18) years of age, but an eligible minor in his/her state of residence, the prize will be awarded to a parent/legal guardian of the Winner who must execute and return any required documents as noted previously in these Official Sweepstakes Rules. By completing, signing and returning the Affidavit, a Winner (i) releases and forever discharges the Sponsor, its affiliates and subsidiaries, and their respective advertising and promotional agencies from all claims, demands, damages, actions, and causes of action arising out of participation in this Sweepstakes or to arise by use of the prize, (ii) confirms compliance with these Official Sweepstakes Rules, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the Winner's name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its respective advertising agencies, except where prohibited by law.

11. **AWARDING OF PRIZES.** All prizes in the Sweepstakes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. All prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact, or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, **ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR**

FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Each Winner is solely and fully responsible for any costs, fees, taxes, assessments, and expenses associated with prize award, redemption, receipt, and use, including, without limitation, all federal, state, and local taxes on the prize. Prizes will be awarded only upon successful verification that all Sweepstakes requirements have been met, including, eligibility, age, and other claims of/information provided by a potential Winner. Unused components of a prize shall be forfeited and have no redeemable cash value. Winners must take delivery of the Prize within thirty (30) days of notice of availability from the Sponsor or the prize supplier, at a time and place specified by the Sponsor or the prize supplier. The winner waives the right to assert as a cost of winning the Prize any costs of verification and redemption or travel to redeem the Prize, if any.

12. PRIZE DETAILS.

(a) There will be 10 Dolphin winners and 10 Jet fan winners (20) Winners, each selected at random from when they enter Football Fanatics during the promotion. The winners win the following:

One team logo shot glass, one Buffalo Wild Wings Gift Card, and Bonus Card valued at \$30.

Which prize was won will be provided to the winner when contacted. The Approximate Retail Value (“ARV”) of the Prize is [\$30] based on the Manufacturer’s Suggested Retail Price. If the actual value is less than the stated ARV in these Official Sweepstakes Rules, the difference will not be awarded in cash.

13. TAXES. Any valuation of the Prizes stated above is based on available information provided to the Sponsor. The value of the Prizes will be taxable to Winners as income. All federal, state, and local taxes and any other costs and expenses associated with the acceptance and/or use of Prizes not specifically provided for in these Official Sweepstakes Rules are solely the Winner’s responsibility. Winners are solely responsible for reporting and paying any applicable taxes. Any residents of the 50 United States that win \$600 or more in Prizes will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. Any Prize awarded above the threshold shall require the Winner to provide the Sponsor with valid identification and a signed Form W-9 with a valid taxpayer identification number or social security number before any Prize will be awarded. Entrants must contact his/her own tax advisor for any questions concerning taxes.

14. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes Winners’ consent to the Sponsor’s (and its designees’, successors’ and assigns’) use of Winner’s name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

15. INDEMNIFICATION. By entering the Sweepstakes, ENTRANTS AND EACH WINNER AGREE TO FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, INSTAGRAM, SPONSOR’S PARENT COMPANIES, MANAGING AGENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RELATED PARTIES, AND EACH OF THE FOREGOING

ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, OR DOWNLOADING OR ACCESSING OF ENTRY MATERIALS, OR THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY PRIZE AWARDED HEREIN, ANY SERVICES PROVIDED BY PARTIES OTHER THAN THE SPONSOR IN CONNECTION WITH THE PRIZE AWARDED, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT). Entrants and each Winner further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that neither Sponsor nor any Released Party has made or is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact, or in law, relative to the Sweepstakes or the Prizes.

16. LIMITATIONS OF LIABILITY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize; or (6) undeliverable emails. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is another Entry in the Sweepstakes at the discretion of the Sponsor.

17. DISPUTES. Entrants and each Winner agree that: (1) any disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State of Hawaii courts (state and federal); (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will an Entrant or a Winner be permitted to obtain awards for, and each Entrant and Winner hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Sweepstakes Rules, or the rights and obligations of the Entrants, the Winners, and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Hawaii without giving effect to any choice of law or conflict of law rules (whether of the State of Hawaii or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawaii.

18. **TERMINATION; MODIFICATION.** In the event Sponsor is prevented from continuing with the Sweepstakes as a result of lack of feasibility of the Sweepstakes, compromised integrity of the Sweepstakes, infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond Sponsor's control, Sponsor may, within its sole discretion, cancel, terminate, modify, or suspend the Sweepstakes. If the Sponsor elects to abbreviate the Sweepstakes as a result of such an event, the Sponsor may award the prizes from among all valid and eligible Entries received up to the time of such event. In no event will more prizes be awarded than stated in these Official Sweepstakes Rules.

19. **GENERAL CONDITIONS.** Any individual found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Sweepstakes Rules or an unsportsmanlike or disruptive manner, at Sponsor's sole discretion, may be disqualified and **SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor's failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision.

Potential Winners may be required to provide the Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the winning Entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor.

20. **WINNERS' LIST.** For a list of the Winners' names (available after the Sweepstakes ends) and/or a copy of these Official Sweepstakes Rules, send a hand-printed, self-addressed, stamped envelope to Windward Mall, 46-056 Kamehameha Hwy., Suite 285, Kaneohe, HI 96744 within thirty (30) days after the Sweepstakes ends.

21. **SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Windward Mall, 46-056 Kamehameha Hwy., Suite 285, Kaneohe, HI 96744